

(9/16) Complaint for a Civil Case

UNITED STATES DISTRICT COURT

for the

Middle District of Georgia

Filed 11/19/2018
 DATE
 DEPUTY CLERK, U.S. DISTRICT COURT
 MIDDLE DISTRICT OF GEORGIA

Helen Roseberry

Case No.

7:18-cv-189

(to be filled in by the Clerk's Office)

Plaintiff(s)

(Write the full name of each plaintiff who is filing this complaint. If the names of all the plaintiffs cannot fit in the space above, please write "see attached" in the space and attach an additional page with the full list of names.)

*-v-**Apple Computer / Best Buy*

Defendant(s)

(Write the full name of each defendant who is being sued. If the names of all the defendants cannot fit in the space above, please write "see attached" in the space and attach an additional page with the full list of names.)

*See attached.***COMPLAINT FOR A CIVIL CASE****I. The Parties to This Complaint****A. The Plaintiff(s)**

Provide the information below for each plaintiff named in the complaint. Attach additional pages if needed.

Name

Street Address

City and County

State and Zip Code

Telephone Number

E-mail Address

*Helen Roseberry**3611 Bemiss Rd B201**Lowndes - Valdosta**Georgia 31603**229-243-6140**hunans03@icloud.com***B. The Defendant(s)**

Provide the information below for each defendant named in the complaint, whether the defendant is an individual, a government agency, an organization, or a corporation. For an individual defendant, include the person's job or title (*if known*). Attach additional pages if needed.

(9/16) Complaint for a Civil Case

Defendant No. 1

Name
 Job or Title (if known)
 Street Address
 City and County
 State and Zip Code
 Telephone Number
 E-mail Address (if known)

Apple, Inc. - Kimberly
 Compliance Dept.
 1 Infinite Loop, MS-9-2EMC
 Cupertino, CA 95014
 877-416-4371, ext 1146237

Defendant No. 2

Name
 Job or Title (if known)
 Street Address
 City and County
 State and Zip Code
 Telephone Number
 E-mail Address (if known)

Best Buy

1765 Norman St
 Valdosta, Lowndes
 Georgia - 31602
 229 247-9099

Defendant No. 3

Name
 Job or Title (if known)
 Street Address
 City and County
 State and Zip Code
 Telephone Number
 E-mail Address (if known)

Verizon - Acct# 685534343-00001

P.O. Box 4003
 Acworth,
 GA 30101
 1800-922-0204

Defendant No. 4

Name
 Job or Title (if known)
 Street Address
 City and County
 State and Zip Code
 Telephone Number
 E-mail Address (if known)

(9/16) Complaint for a Civil Case

b. If the defendant is a corporation, the defendant, (name) Apple Corporation, is incorporated under the laws of the State of (name) Georgia, and has its principal place of business in the State of (name) Best Buy. Or is incorporated under the laws of (foreign nation) Georgia, and has its principal place of business in (name) _____.

(If more than one defendant is named in the complaint, attach an additional page providing the same information for each additional defendant.)

3. The Amount in Controversy

The amount in controversy—the amount the plaintiff claims the defendant owes or the amount at stake—is more than \$75,000, not counting interest and costs of court, because (explain):

III. Statement of Claim

Write a short and plain statement of the claim. Do not make legal arguments. State as briefly as possible the facts showing that each plaintiff is entitled to the damages or other relief sought. State how each defendant was involved and what each defendant did that caused the plaintiff harm or violated the plaintiff's rights, including the dates and places of that involvement or conduct. If more than one claim is asserted, number each claim and write a short and plain statement of each claim in a separate paragraph. Attach additional pages if needed.

1. 9-01-2017 & 9-30-2017 Best Buy sold defective product on two occasions - O.C. GA § 51-12 - 5, 1(e) GCA 105-203 1 - Causing injury & hardship. Apple Mac HD Retina-Laptop.
2. Apple - Jan. 7, 2018 - Product was sent to Apple Corp. for repair - Fair, for Repair. Product refurbished still overheating & emitting high level of heat & Electro magnetic radiation.

IV. Relief

State briefly and precisely what damages or other relief the plaintiff asks the court to order. Do not make legal arguments. Include any basis for claiming that the wrongs alleged are continuing at the present time. Include the amounts of any actual damages claimed for the acts alleged and the basis for these amounts. Include any punitive or exemplary damages claimed, the amounts, and the reasons you claim you are entitled to actual or punitive money damages.

1. Non-Monetary-Monetary - Damages, Award relief in kind and or equitable - replacement or reimbursement of cost of computer.
 - a. out of pocket cost, Medical cost, Self Care, etc.
2. Favorable of Privacy - violated all personal information, lock Hot mail account, deleted e-mail about repair & e-mail to & from Elliot, & Kimberly for 7 mos. - unlocked - Nov. 5, 2018.

See attachment

II. Basis for Jurisdiction

Federal courts are courts of limited jurisdiction (limited power). Generally, only two types of cases can be heard in federal court: cases involving a federal question and cases involving diversity of citizenship of the parties. Under 28 U.S.C. § 1331, a case arising under the United States Constitution or federal laws or treaties is a federal question case. Under 28 U.S.C. § 1332, a case in which a citizen of one State sues a citizen of another State or nation and the amount at stake is more than \$75,000 is a diversity of citizenship case. In a diversity of citizenship case, no defendant may be a citizen of the same State as any plaintiff.

What is the basis for federal court jurisdiction? *(check all that apply)*



Federal question



Diversity of citizenship

Fill out the paragraphs in this section that apply to this case.

A. If the Basis for Jurisdiction Is a Federal Question

List the specific federal statutes, federal treaties, and/or provisions of the United States Constitution that are at issue in this case.

FCC Complaint Part 15 FCC Rules

1.

2.

B. If the Basis for Jurisdiction Is Diversity of Citizenship**1. The Plaintiff(s)****a. If the plaintiff is an individual**

The plaintiff. *(name)* _____ is a citizen of the _____
State of *(name)* _____

b. If the plaintiff is a corporation

The plaintiff. *(name)* _____ is incorporated
under the laws of the State of *(name)* _____
and has its principal place of business in the State of *(name)* _____

(If more than one plaintiff is named in the complaint, attach an additional page providing the same information for each additional plaintiff.)

2. The Defendant(s)**a. If the defendant is an individual**

The defendant. *(name)* _____ is a citizen of the _____
the State of *(name)* _____ Or is a citizen of
(foreign nation) _____

Attachment III.

1. Statement of Claims - Product Liability

Serial Numbers: 002V672KHV27 -

002V5E48HV22 -

Defective Product caused Hardship & Injury.

2. 002V672KHV27 - Overheated on Jan 7, 2018, & spraying. Sometime
burns and heat out from the base of the computer, while making
a loud high pitch sound. I believe the computer sprayed out
carcinogenic agents, such as - Asbestos, Beryllium because
of the nature of the physical injuries I'm suffering from.

a. Received burns to my hands - left & right,
respiratory system and lungs, mouth, eyes, thyroid
glands while shutting the computer down to prevent
a fire.

3. Breach of duty - Caused injury - & physical
injury Hardship -

1. Inconvenience -

Impeded my ability to perform and
maintain my responsibilities, School - VSU
student, Home -

2. Apple - Elliott order me not to continue use
of this computer. 2/2018 -
offer no remedy for four month.

3. Apple - lock my E-mail account -

I am alleging Apple mishandled the repair on Jan 7, 2017
and refuse to honor Apple service agreements. Also refuse
to replace the computer that already cause me physical harm.

III

Statement of Claims -

Verizon - Help desk support - Found Numerous.

problem with Apple's computer stated "He didn't like them. Ask me why did I buy that Crap."

He locked my Verizon on a Global Plan - Costing me over \$90. month in Data overage, At my request Verizon Change me to a 15 GB Plan, stating this was the only plan they had to operate on Apple computer Retina 11.1. \$90.00 monthly.

Pay internet cost: 1 year contract -

From March to July month cost for contract for computer internet. \$90.00

1



Billing period May 16, 2018 to Jun 15, 2018 | Account # 685534343-00001 | Invoice # 3742449180

What's changed

Last month

April 16 - May 15

Balance past due	\$148.54
One-time charges	\$2.20
Monthly charges	\$137.00
Surcharges	\$4.39
Taxes and gov. fees	\$4.95

\$297.08

This month

May 16 - June 15

Balance past due	\$0.00
One-time charges	\$0.00
Monthly charges	\$137.00
Surcharges	\$4.39
Taxes and gov. fees	\$4.95

\$146.34

Next month

June 16 - July 15

To preview next month's bill go to vzw.com/nextbillsummary

**verizon[®]**

Billing period May 16, 2018 to Jun 15, 2018 | Account # 685534343-00001 | Invoice # 3742449180

What's changed

Last month

April 16 - May 15

This month

May 16 - June 15

Next month

June 16 - July 15

Balance past due	\$148.54	Balance past due	\$0.00	To preview next month's bill go to vzw.com/nextbillsummary
One-time charges	\$2.20	One-time charges	\$0.00	
Monthly charges	\$137.00	Monthly charges	\$137.00	
Surcharges	\$4.39	Surcharges	\$4.39	
Taxes and gov. fees	\$4.95	Taxes and gov. fees	\$4.95	
\$297.08		\$146.34		

Relief for:

2. Compensatory - Time loss - At Apple's refusal to cooperate or assist with physical injury or how or what cause the injuries. It can not be made whole again because the injuries are still causing pain & suffering after 11 month.

Loss sensitivity in both hand. Scarring of both palms of right & left hands; scarring of nasal passage, lungs, loss of bottom teeth.

Job search for one year, I could not hope to work. The injury stop my ability to seek work. Because of the uncertainty of my exposure, it was impossible for me to work at all, especially not Radiology, because of radiation exposure.

Radiology is my profession. I am a Radiology, ultrasound tech. Computer applicationist.

3. Causeng vential damages: I Am still under the doctors care. As of date it must continue through a primary physician.

4. unlimited Recovery -

After 11 month the healing process is not completed.

Follow-up Doctor Appointments

Welcome to Best Buy #789
1705 NORMAN DR
VALDOSTA, GA 31601
(229) 247-9079



Val #:000119-976487-351003-995724-764473-202

0789 004 2981 09/01/17 11:35

521723 MPXQ2LL/A 1234.99
MBP 13.3 SPACE GRAY/2.3GHZ/8GB/128GB-USA
1299.99 Was Price
65.00- Sale Discount
0.00 GKSVC BNDL 1
Serial # SC02V5EU8HV22
Sales Tax 86.45
5581258 WEB03800F1 0.00
WEBROOT S2 INTERNET SECURITY 2017 - PC/
2.99- Was Price
2.99- GKSVC BNDL 1
Serial # WBR00SA140135351171
Sales Tax 0.00
5871816 WEBROOT WIS 0.00
WEBROOT IS 3 USER 6 MONTH
27.00 Was Price
27.00- GKSVC BNDL 1
Sales Tax 0.00
58867 S6201LL/A 269.00
A: RE+ FOR MACBOOK PRO 13" - RSAE
Se # SC02V5EU8HV22
SKU# 5721723
Sales Tax 0.00
Subtotal 1503.99
Sales Tax 86.45
Total 1590.44

*****2307 ChipRead USD\$ 1590.44
US DEBIT - DEBIT
ROSEBERRY/HELEN W
Approval 532752
Verified By PIN

MODE: Issuer
AID: A0000000980840
Reference Number: 4411350887026

GKSVC BNDL 1 Savings: 29.99
Other Savings: 65.00
Total Savings: 94.99

Terms & Conditions for the service plan(s)
you've purchased are available at
www.bestbuy.com/servicestermsconditions

I purchased the following:
WEBROOT IS 3 USER 6 MONTH

Please INSTALL NOW!
Subscription activated at time of purchase

AppleCare+ for MacBook Pro 13" extends your coverage to 3 years from the purchase date of the device and adds up to 2 incidents of accidental damage coverage, each subject to a service fee of \$99 for screen-only or external enclosure-only damage or \$299 for all other damage plus applicable tax.

Welcome to Best Buy #789
1705 NORMAN DR
VALDOSTA, GA 31601
(229) 247-9079



Val #:000123-836647-137205-060971-349560-61

0789 041 4835 09/30/17 19:00

EXCHANGE

Original Tran 0789 004 2981 09/01/17

RETURN ITEMS

5721723 MPXQ2LL/A 1234.99-
MBP 13.3 SPACE GRAY/2.3GHZ/8GB/128GB-USA
Serial # sc02v5eu8hv22
Sales Tax 86.45-

SALE ITEMS

5721726 MPXR2LL/A 1234.99-
MBP 13.3 SILVER/2.3GHZ/8GB/128GB-USA
1299.99 Was Price
65.00- PRICE MATCH COMP
Serial # SC02V67ZKHV27
Sales Tax 86.45

Subtotal 0.00
Sales Tax 0.00
=====

Total 0.00

Other Savings: 65.00

Total Savings: 65.00

Terms & Conditions for the service plan(s)
you've purchased are available at
www.bestbuy.com/servicestermsconditions

Devices that can be activated and
cell phones have a 14-day return
policy for all customers.
15-day return period on
almost everything else.

Restocking fee applies on select items

A valid receipt is required for all
returns. Except where prohibited, we may
request an ID. ID info may be stored in a
secure, encrypted database used for
tracking returns and exchanges.

Returned items missing packaging or
accessories are subject to
a missing item deduction.

For return promise details and a complete
list of exceptions, ask for a policy flyer
or go to www.BestBuy.com>Returns.

To learn about our privacy practices
please visit www.BestBuy.com/privacy.

Your Customer Service PIN is:
0789 041 4835 093017

Helen Roseberry <1helenroseberry@gmail.com>

Your AppleCare Agreement is Registered

1 message

agreementadministration@apple.com <agreementadministration@apple.com>
To: 1helenroseberry@gmail.com

Sat, Sep 23, 2017 at 11:26 AM

Thanks for choosing Apple.

Hi Helen,

Your AppleCare+ is registered to your product.

Here's your agreement information:

- AppleCare+ agreement number: 325024239155
- Product: MacBook Pro (13-inch, 2017, 2 TBT3)
- Product serial number: C02V5EU8HV22
- Case ID: 100301023078

*Case #
100301023078*

To verify coverage for your product, visit the Check Your Service and Support Coverage website:

You can also manage any of your agreements from the AppleCare Agreement Support website:

100301023078-0213

Thanks for contacting AppleCare!

AppleCare+ Proof of Coverage

Ms. Helen Roseberry

Thank you for purchasing AppleCare+.

This certificate confirms AppleCare+ coverage for your Apple product listed below. You can also verify your coverage online at

Take a moment to review the information below. If corrections are necessary or if you have questions, please

Product	MBP 13.3 SILVER 2.3GHZ/8GB/128GB SSD
Hardware Serial Number	C02V67ZKHV27
Coverage End Date	September 30, 2020
Agreement Number	325024239155

Keep this certificate, the original sales receipt for your Apple product, and the included AppleCare+ Terms and Conditions. Proof of purchase may be required if there is any question regarding your Apple product's eligibility for AppleCare+ coverage.

The telephone technical support component of AppleCare+ begins after your product's complimentary support period ends and extends to the Coverage End Date above. The Apple Limited Warranty includes service coverage, and AppleCare+ extends your service coverage to the Coverage End Date above. Each incident will be subject to a service fee of \$99 for screen damage or external enclosure damage, or \$299 for all other damage, plus applicable tax. Please see the attached AppleCare+ Terms and Conditions for complete details.



Apple Inc.
1 Infinite Loop, Cupertino, CA 95014
BEAR License Number: E78234
US Tel: 1.800.275.2273



AppleCare Service

Product Repair Summary

Customer Info

Helen Roseberry
2611 Bemiss RD
Apt B201
VALDOSTA, GA 31602

Phone: 229-242-6140

Email:
hananhr@hotmail.com

Repair ID

D277300733

**Product Info**

MacBook Pro (13-inch, 2017,
2 TB3)

Purchase Date:

Serial Number

C02V677KHV27

**Repair Coverage Status**

Limited Warranty

Service Dates

Service Arranged:
January 7, 2018

Product Received:
January 10, 2018

Service Completed:
January 10, 2018

CSAT Solutions, LP
4949 Windfern Rd
Houston, TX 77500
800.275.2273
Service Tech ID # 31514
BEAR License # 90005

Back in good hands: Yours.

Thank you for selecting AppleCare Service. To ensure the highest level of quality and reliability, Apple-approved technicians perform all work, using genuine Apple parts.

You're covered.

Apple covered your repair as described on the left (see Repair Coverage Status). There is no charge for the service that we performed. You may still receive an invoice in five to seven days detailing your repair, but no payment amount will be due.

Here's what we did:

- ✓ We replaced the part(s) listed below.
- ✓ Your diagnosed and repaired product now passes all hardware testing.

We replaced these parts: *

Item Number	Description	Symptom
605-02408	Logic Board,2.3GHZ,8GB,FCC	Unusually Hot
610-00137	Fan Assembly	Fan Sound Abnormal (tick, whine, grind)
604-08829	Heat Sink	Thermal Module Issue

* The items identified above have been exchanged by Apple for new or refurbished parts or products. Any applicable cost is indicated in a separate invoice. Pursuant to the terms of Apple's warranty, an AppleCare extended service agreement, or Repair Terms and Conditions, service parts that are exchanged are not returned to the customer.

Notice to California consumers: Please read the important information on the back.
Thank you from AppleCare Service!

MacBook Pro

MacBook Pro Info

MacBook Pro Essentials

Review the *MacBook Pro Essentials* guide before using your MacBook Pro. Download the guide from support.apple.com/manuals/macbook-pro or from the iBooks Store (where available). Retain documentation for future reference.

Safety and handling

See "Safety, handling, and support" in the *MacBook Pro Essentials* guide.

Built-in battery

Don't attempt to replace or remove the battery yourself—you may damage the battery, which could cause overheating and injury. The built-in battery should be replaced by Apple or an authorized service provider, and must be recycled or disposed of separately from household waste. For information about battery service and recycling, go to www.apple.com/batteries/service-and-recycling.

Avoid hearing damage

To prevent possible hearing damage, do not listen at high volume levels for long periods. More information about sound and hearing is available online at www.apple.com/sound (www.apple.com/la/sound in Latin America).

Prolonged heat exposure

Your MacBook Pro may become very warm during normal use. It's important to keep your MacBook Pro on a hard, stable, and well-ventilated work surface when in use or charging. Use common sense to avoid situations where your body is in prolonged contact with a device or its power adapter when it's operating or plugged into a power source, as sustained contact with warm surfaces may cause discomfort or injury. Take special care if you have a physical condition that affects your ability to detect heat against the body.

FCC regulatory statement

This device complies with part 15 of the FCC rules. Operation is subject to the following two conditions: (1) This device may not cause harmful interference, and (2) this device must accept any interference received, including interference that may cause undesired operation.

Note: This equipment has been tested and found to comply with the limits for a Class B digital device, pursuant to part 15 of the FCC Rules. These limits are designed to provide reasonable protection against harmful interference in a residential installation. This equipment generates, uses, and can radiate radio frequency energy and, if not installed and used in accordance with the instructions, may cause harmful interference to radio communications. However, there is no

guarantee that interference will not occur in a particular installation. If this equipment does cause harmful interference to radio or television reception, which can be determined by turning the equipment off and on, the user is encouraged to try to correct the interference by one or more of the following measures:

- Reorient or relocate the receiving antenna.
- Increase the separation between the equipment and receiver.
- Connect the equipment to an outlet on a circuit different from that to which the receiver is connected.
- Consult the dealer or an experienced radio/TV technician for help.

Important: Changes or modifications to this product not authorized by Apple could void the electromagnetic compatibility (EMC) and wireless compliance and negate your authority to operate the product. This product has demonstrated EMC compliance under conditions that included the use of compliant peripheral devices and shielded cables between system components. It is important that you use compliant peripheral devices and shielded cables between system components to reduce the possibility of causing interference to radios, televisions, and other electronic devices.

Responsible party (contact for FCC matters only):
Apple Inc. Corporate Compliance
1 Infinite Loop, MS 91-1EMC
Cupertino, CA 95014

Industry Canada statement
Complies with CAN ICES-3(B)/NMB-3(B).

EU compliance statement
Apple Inc. hereby declares that this wireless device is in compliance with the essential requirements and other relevant provisions of the R&TTE Directive.



A copy of the EU Declaration of Conformity is available online at www.apple.com/euro/compliance.

Apple's EU representative is Apple Distribution International, Hollyhill Industrial Estate, Cork, Ireland.

European Community restriction

This device is restricted to indoor use in the 5150 to 5350 MHz frequency range.

Explanation

I'm alleging Apple Care service mishandle the repair on Jan 9, 2018. and refused to acknowledge my injuries from the computer. After many conversation Apple team was sure my injuries was not life-threter. They began to question my creditability, and manipulate me.

Apple violated my personal information, requested copies of all medical record to offer a settlement.

By April 28, 2018 Amanda decided to settle the issue by offering me another repair on £021672K 17/12/17. which become a refurbished computer on Jan 10, 2018. Nothing for injuries or suffering, inconveniences or hardships, nor loss. - At this time Apple decided to cry product liability. After gaining the advantage over me.

Seeking = Apple should be forced to except
 (1) Liability for the product they place on the market. And the harm they cause.

(2) ~~Positive damages~~ and of torts under GCA⁵
 105-2003 - Invasion of privacy - Tort libel
 Standards of conduct - O.C.G.A. 51-12-51(b)
 (GCA) 31-65-2003.1

Damages in product liability case.

O.C.G.A. § 51-12-5-1(e) GCA 105 2003.1

(3) Unlimited Recovery -
 still under Doctors care!

Apple Engineers refuse to co-operate with my Doctors - And release the materials that burn up of my computer To aid my doctors in the treatment plan.

The computer is still in my possession. I am unable to use it without causing me more physical harm, from overheating and overprocessing of CPU. After purchase Apple added two computers to one service agreement - simulating two repair problems. Apple Case # 100402044551.

Repair number D277300733 - Jan. 7-10, 2018

Roger - 1512-674-2060 - first contact
Elliott 877 388 0879
ext 1101229

Apple is also charge with selling product or distributing product to Best Buy that's not in compliance with EU or FCC. Federal Communications Commission guidelines. Selling defective, inferior products. (See attachment: MacBook Pro)

4. Fell behind in school, because of injuries to hands, eyes I couldn't use the computer. My doctor restricted use of computer until my hands healed.

5. Invasion of privacy. -
Tort liability - insult
Tort libel & slander

Personal information, & medical information and records was sent to Apple via e-mail

6. Product liability.
Apple Customer Care representatives review my record & injuries for 4 month. Kimberly spoke of settlement, but never place any settlement on the table.

7. I requested a replacement on the computer because of the nature of the first meltdown-crash. Apple repair & sent it back on Jan 10, 2018.

Computer was still overheating & over processing.
On Jan. 11, 14, 18, 21. Elliott & Kimberly was call at 877-416-4271, Ext 1140237. Requested the computer be brought back it was still overheating again & overheated.

On 02/01/18 the computer. Spun out of control again & overheated.
for 4 month. Elliott could not find the best course of action to replace or repair the refurbished computer.

7. All Medical Cost -

V. Certification and Closing

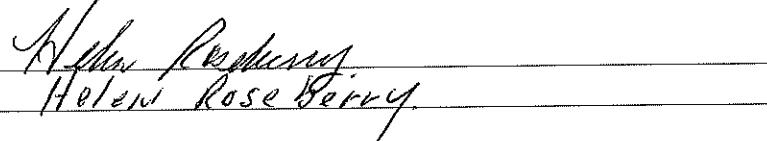
Under Federal Rule of Civil Procedure 11, by signing below, I certify to the best of my knowledge, information, and belief that this complaint: (1) is not being presented for an improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation; (2) is supported by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law; (3) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery; and (4) the complaint otherwise complies with the requirements of Rule 11.

A. For Parties Without an Attorney

I agree to provide the Clerk's Office with any changes to my address where case-related papers may be served. I understand that my failure to keep a current address on file with the Clerk's Office may result in the dismissal of my case.

Date of signing: 11-19-2018

Signature of Plaintiff



Printed Name of Plaintiff

B. For Attorneys

Date of signing: _____

Signature of Attorney

Printed Name of Attorney

Bar Number

Name of Law Firm

Street Address

State and Zip Code

Telephone Number

E-mail Address
